REMARKS

This is intended as a full and complete response to the Office Action dated May 5, 2009, having a shortened statutory period for response set to expire on August 5, 2009. Please reconsider the claims pending in the application for reasons discussed below.

Claim Rejections - 35 U.S.C. § 102

Claims 1-4, 6 and 13-19 are rejected under 35 U.S.C. 102(a) as being anticipated by *Rice* (US 6,486,891).

Applicants respectfully traverse this rejection.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim. *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990).

With respect to Claim 1, *Rice* does not disclose "each and every element as set forth in the claim." For example, *Rice* does not disclose "executing software code to automatically identify and save the advertisements at the user computer" (prior to the present amendment the claim language recited "saving at least plural advertisements at the user computer") The Examiner argues that *Rice* discloses "saving at least plural advertisements at the user computer" at column 2, lines 20–30. However, the cited passage is in fact directed to saving only the Internet address associated with the advertisement (which *Rice* refers to as the "source of the advertisement" in the cited passage). As *Rice* explains in the Abstract, what is stored is not the content of the advertisement itself but rather the address of the website that would have been displayed if the user had elected to click on the advertisement in the traditional manner. This is further illustrated in *Rice* Figures 5C and 6C, which disclose only that the Internet address associated with the advertisement, and not the advertisement itself, is

stored on the user's computer. The rejection of Claim 1 is therefore believed to be overcome.

Also with respect to Claim 1, *Rice* does not disclose "allowing a user to access the saved advertisements in an advertising history window displaying Internet content composed of plural advertisements." The Examiner argues that *Rice* discloses this limitation at column 6, lines 39–50. There are two defects in the Examiner's analysis. First, the cited passage is in fact directed to accessing only "a web page associated with an advertisement," and not the advertisement itself. As *Rice* discloses at column 6, lines 5–39, the accessed content is the website that the user would have accessed if he had clicked on the ad in the traditional manner, and not the advertisement that was previously displayed on the user's computer. Second, accessing "a webpage associated with an advertisement" (by clicking on a bookmarked Internet address) involves a retrieval of content from a remotely located server, not local content from the user's computer as required by the claim (the claim recites that the saved advertisements are saved at the user's computer, i.e., locally). The rejection of Claim 1 is therefore believed to be overcome.

With respect to Claim 13, *Rice* does not disclose "each and every element as set forth in the claim." For example, *Rice* does not disclose "displaying a plurality of the saved advertisements simultaneously in an advertisement window such that a user may select one or more of the saved advertisements from the window". The Examiner argues that *Rice* discloses "displaying plural saved advertisements simultaneously in an advertisement window such that a user may select a saved advertisement from the window for display on the user computer" (the original claim language) at column 6, lines 5–39. However, the cited passage is in fact directed at displaying an Internet address that was associated with the advertisement, and not at displaying the content of the advertisement itself. An Internet address pointing to a website is not the same as the advertisement itself. Whereas the language of Claim 13 indicates that the advertisement will be displayed in an advertisement window on the user's computer, the cited passage of *Rice* indicates that, when the user selects the bookmarked Internet address, a browser window on the user's computer will display the website that the user

would have accessed if he had clicked on the ad in the traditional manner, and not the advertisement itself. This is further illustrated in *Rice* Figures 5C and 6C, which illustrate that only the Internet address associated with the advertisement, and not the advertisement itself, is displayed in the "Bookmarks" drop-down menu. The rejection of Claim 13 is therefore believed to be overcome.

Also with respect to Claim 13, *Rice* does not disclose "logic means for displaying a previous button; logic means for displaying a next button; and logic means for accessing the saved advertisements when the previous button and next button are toggled." The Examiner argues that *Rice* discloses this element at column 6, lines 39–50, and at column 7, lines 1–25. However, the cited passages are in fact directed to accessing a website when its Internet address is toggled from a list, such as a drop-down menu. There is nothing in the cited passages that disclose using displayed buttons to toggle from one advertisement to another. Furthermore, as with the previous claims, there is nothing in *Rice* to suggest that toggling an item in the list will cause the associated advertisement to be accessed, but rather that it will cause a website associated with the advertisement to be accessed. The rejection of Claim 13 is therefore believed to be overcome.

With respect to Claim 14, *Rice* does not disclose "each and every element as set forth in the claim." For example, *Rice* does not disclose "allowing a user to select saved advertisements in an advertisement history window displaying Internet content composed only of advertisements." The Examiner argues that *Rice* discloses this element in Figures 5–6 and column 6, lines 39–50. However, the cited passage and figures are in fact directed at allowing a user to select a saved Internet address from a list such as a drop-down menu. The selected Internet address is associated with an advertisement, but the address is clearly not the advertisement itself. Further, clicking on the address in the drop-down menu does not result in the advertisement being displayed. Rather, clicking on the address in the drop-down menu results in the browser navigating to the website of the selected address, which displays Internet content of the advertiser's website, not the advertisement. Thus, there is no suggestion that the Internet content of the advertisement is displayed in the menu list or

"advertising history window" of *Rice*. The rejection of Claim 14 is therefore believed to be overcome.

Also with respect to Claim 14, *Rice* does not disclose "means for enabling a user to recall at least one advertisement from the saved advertisements; and means for accessing a website from at least one of the saved advertisements when the respective advertisement is toggled". With respect to the pre-amended claim (which contained similar language), the Examiner points to *Rice* at column 6, lines 5–39, and at column 7, lines 1–25. However, the cited passages are in fact directed to storing the Internet address associated with an advertisement in a list, and later accessing the website from the list. *Rice* does not perform the step of Claim 14 which recites "enabling a user to recall at least one user-selected advertisement." There is nothing in *Rice* to suggest that a previously-displayed advertisement can ever be recalled. *Rice* discloses only that an Internet address associated with a previously displayed advertisement is stored, and that the website at that Internet address is later available to be accessed. The rejection of Claim 14 is therefore believed to be overcome.

Therefore, the claims are believed to be allowable, and allowance of the claims is respectfully requested.

Conclusion

Having addressed all issues set out in the office action, Applicants respectfully submit that the claims are in condition for allowance and respectfully request that the claims be allowed.

Respectfully submitted, and
S-signed pursuant to 37 CFR 1.4,

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